

INTERGOVERNMENTAL AGREEMENT CONCERNING
THE CONSTRUCTION OF A NEW AZALEA REGIONAL
LIBRARY INSIDE THE CITY LIMITS OF LOGANVILLE

THIS INTERGOVERNMENTAL AGREEMENT is made this the _____ day of _____, 2024, by and between the City of Loganville, a municipal corporation of the State of Georgia, (hereinafter referred to as the “City”), Walton County, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and the Azalea Regional Library System, organized and existing in accordance with O.C.G.A. § 20-5-1 et seq., (hereinafter referred to as the “Library System”) (together hereinafter referred to as the “Parties”).

WHEREAS, Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia authorizes any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with any county, municipality or political subdivision or with any other public agency, public corporation or public authority, for joint services, for the provision of services, or for the joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, pursuant to O.C.G.A. § 20-5-49, the Library System is authorized to make and enter into such contracts or agreements as are deemed necessary and desirable; and,

WHEREAS, the Parties desire to enter into this Agreement in accordance with the terms, conditions, and obligations contained herein for the purpose of agreeing to the construction process for a new library building to be located on Main Street in the downtown area of the City of Loganville (the “New Library”) (from time to time the overall process of designing and building the New Library may be referred to as the “Project”); and,

WHEREAS, the Parties previously entered into that certain Intergovernmental Agreement Concerning The Funding and Building of a New Azalea Regional Library Inside the City Limits of Loganville dated November 7, 2023 (the “Concept IGA”) memorializing the overall project scope and agreed upon funding mechanisms to pay for the New Library and to agree to the process of designing and building and funding and operating the New Library; and,

WHEREAS, the Parties previously entered into that certain Amendment #1 To That Certain Intergovernmental Agreement Concerning The Funding and Building of a New Azalea Regional Library Inside the City Limits of Loganville Dated November 7, 2023 dated June 27, 2024 (the “Concept IGA Amendment 1”) memorializing a change in delivery dates for completing additional expected agreements concerning the New Library; and,

WHEREAS, the Concept IGA confirms that the committed funding sources for the New Library are \$1.5 million in ARPA funds from the City, \$1.2 million from the County, and \$3 million in state grant funds from the Library System (the “Funding Sources”); and

WHEREAS, the Concept IGA confirms that the Library will pursue additional funding through fundraising efforts but that the construction may proceed based on the committed funding sources; and

WHEREAS, as a condition of the \$3 million state grant, the New Library must be used as a library for at least 20 years; and

WHEREAS, the City and Library System previously entered into that certain Intergovernmental Agreement Concerning The Design of a New Azalea Regional Library Inside the City Limits of Loganville dated September 23, 2024 (the “Design IGA”) memorializing the location, size, design, and certain shared infrastructure associated with the New Library; and,

WHEREAS, the Library System has previously chosen the architectural firm of McMillan, Pazdan, Smith, Architecture to design the New Library (the “Architects”); and,

WHEREAS, a construction committee consisting of Stacy L. Brown, Executive Director, Azalea Regional Library System, Lisa Luttrell, Chairwoman of the O’Kelly Memorial Library Board, Danny Roberts, Loganville City Manager, Branden Whitfield, Loganville City Council Member and Chairman of the City’s Economic Development Committee, and Nate Rall, Executive Director of Planning and Programs for the Georgia Public Library Service, (“New Library Planning Committee” or “NLPC”) was created and has regularly met with the Architects to help develop the overall design of the New Library; and,

WHEREAS, the New Library will be located on 1.852 acres owned by the City and adjacent to the Town Green (the “Property”) (see Exhibit A); and,

WHEREAS, the Parties anticipate beginning construction of Phase 1 of the New Library in the first half of calendar year 2025; and,

WHEREAS, the Parties anticipate that Phase 2 of the New Library will be built at a later date, upon agreement of the Parties and as funding sources for Phase 2 are properly secured; and,

WHEREAS, the Parties agree that on or before March 31, 2025 the parties will work to enter into an additional agreement containing substantially all matters relating to the future operations of the New Library including essential lease terms relating to the Library Tract (the “Operations IGA”);

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, County and the Library System do hereby agree as follows:

1. Use of Funding Sources. The committed Funding Sources identified in the Concept IGA shall be utilized and exhausted in the below sequential order as Phase 1 of the Project is developed:
 - a. First, \$3 million from the State Grant, then
 - b. \$1.5 million from the City of Loganville, then
 - c. \$1.2 million from Walton County.

The Library System has commenced drawing on the \$3 million State Grant to pay for architect fees and geotechnical testing totaling approximately \$405,000.

2. Reimbursement Basis. The funds shall be payable to the Library System on a reimbursement basis. The Library System shall provide supporting documentation demonstrating payment for project expenses as part of its draw requests as further detailed below.
3. Draw Requests. Draw requests shall be approved by the NLPC and signed by Stacy Brown prior to submission to the appropriate payor (State, City or County). Draw requests to the City shall be submitted to Danny Roberts. Draw requests to the County shall be submitted to John Ward. Said request shall be in writing and accompanied by copies of the contractor's invoices and progress update (percentage complete), and documentation evidencing the Library System's payment of the contractor's invoices. A sample draw request form is attached hereto as Exhibit "B". The Library System shall maintain records of all draw requests which shall be available to any Party upon request.
4. Payment. Payments to the Library System shall be made by Automatic Clearing House ("ACH") payment within 14-days of the draw request. Approval and payment of the draw request shall not be withheld so long as the proper documentation accompanies the request, the request is in an amount which is available from the requested funding source, the amount is within the project budget, and other funding sources have been exhausted based on the order established herein.
5. Selection of Contractor to Build Project. In accordance with the Design IGA, the Library System previously bid the Project out in accordance with OCGA 36-91-1, et seq based on the Construction Documents seeking a qualified contractor to construct the New Library. The Bid Opening Process occurred on November 20, 2024. At its meeting on November 23, 2024, the Library System accepted the bid from Garland & Associates Contractors, Inc. in the amount of \$5,230,000.00.
6. Budget Shortfall. Because the bid that was awarded for the construction of the Project in addition to the cost for engineering, landscaping, stormwater management and FF&E exceeds the New Library Funding resources of \$5,700,000, the Parties agree that this shortfall shall be addressed as follows:
 - a. The NLPC as defined in the Concept IGA will meet and confer and determine if it is in the best interest of the Parties collectively to reduce the scope of the Project to allow completion of Phase 1. If the NLPC determines that a reduction in the

scope of Phase 1 of the Project is in the best interest of the Parties, then said scope reduction shall be implemented so as to allow the Project to be completed timely to allow for Library operations to commence at the New Library.

b. If the NLPC cannot agree to a reduction in the scope of Phase 1 of the Project or they determine that it is not in the best interest of the Parties to reduce the scope of Phase 1 of the Project, then the Library System shall seek additional funding to cover the shortfall between the original New Library Funding Sources and the bid price awarded for the construction of the Project.

7. Project Changes. Project Changes shall be governed by Paragraph Nine (9) of the Design IGA.
8. Stormwater Detention System. The Parties acknowledge that the terms of Paragraph Seven (7) of the Design IGA concerning off-site stormwater management control and the costs concerning the same shall be shared as outlined therein. Construction and completion of this Off-Site Stormwater Detention System shall be completed during construction of Phase 1 of the Project.
9. Construction Progress. The NLPC shall oversee construction progress and provide updates to the Parties upon request.
10. Construction Completion Date. The Parties anticipate that substantial completion of Phase 1 of the Project will be achieved on or before December 2025. Once substantial completion is achieved then the Parties expect library operations to commence in the New Library within ninety (90) days of receipt of a certificate of occupancy.
11. Assignment. This Agreement may not be assigned, in whole or in part, by any party without the prior written consent of the other party.
12. Modification. This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.
13. Notices. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:
 - a. If to the City:

Danny Roberts, City Manager
City of Loganville
4303 Lawrenceville Road
Loganville, Georgia 30052

With a copy to:

Paul L. Rosenthal, City Attorney
Rosenthal Wright

110 Court Street
Monroe, Georgia 30655

b. If to the County:

David G. Thompson, Chairman of the Board of Commissioners
303 S. Hammond Drive, Suite 330
Monroe, Georgia 30655

With a copy to:

Chip Ferguson, County Attorney
Atkinson Ferguson, LLC
118 Court Street
Monroe, Georgia 30655

c. If to the Library System:

Stacy L. Brown, Executive Director
Azalea Regional Library System
1121 East Avenue
Madison, Georgia 30650

With a copy to:

Andrea P. Gray, Esq.
300 E. Church Street
Monroe, Georgia 30655

Either party may at any time change the address where notices are to be sent or the party or person to whom such notices should be directed by the delivery or mailing to the above person or parties of a notice stating the change. The date of receipt shall be the date of delivery if delivered in person to the recipient or, in the event of registered or certified United States mail, the date of receipt shall be the date as specified on the date of the signed receipt or if unclaimed, refused or undeliverable, the date of receipt shall be the date of the official United States postmark.

- 14. Consent of Parties.** Whenever, under any provision of this Agreement, the approval or consent of either party is required, the decision thereon shall be given promptly and such approval, authorization or consent shall not be withheld unreasonably or arbitrarily. It is

further understood and agreed that whenever under any provisions of this Agreement approval or consent is required, the approval or consent shall be given by the person executing this Agreement or his duly appointed successor or by one of the persons authorized by law or by any one of the persons, as the case may be, designated in notification signed by or on behalf of the respective party. Where approval on the part of the City requires a vote by the City Council, the City will use its best efforts to expedite such action, allowing the time necessary for consideration of such action before the City Council at a regular meeting. Where approval on the part of the Library System requires a vote by the Board of Trustees, the Library System will use its best efforts to expedite such action, allowing the time necessary for consideration of such action before the Board of Trustees at its regularly scheduled meeting. In the event that a decision is considered an emergency and must be made prior to either party's regularly scheduled meeting, the Parties agree to call an emergency meeting to decide such matter as may be necessary.

15. Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia in case of an inconsistency between the terms of this Agreement and any applicable general or special law said general or special law shall govern.
16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
17. Illegality of Terms. It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.
18. No Waiver. No consent or waiver, express or implied, by either party, to any breach of any covenant, condition or duty of the other shall be construed as a consent to, waiver of, any other breach of the same, or any other covenant, condition or duty.
19. Time of Essence. Time is of the essence under this Agreement.
20. Entire Agreement. This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with regard to the design of the project.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written as a sealed instrument.

ATTEST:

CITY OF LOGANVILLE

By: _____
Krisi Ash, Deputy Clerk

By: _____
Skip Baliles, Mayor

ATTEST:

WALTON COUNTY, GEORGIA

By: _____
Rhonda Hawk, Clerk

By: _____
David Thompson, Chairman of the
Walton County Board of Commissioners

ATTEST:

AZALEA REGIONAL LIBRARY SYSTEM

By: _____

By: _____
Stacy Brown, Executive Director